

DOC # 2001-0792341

OCT 31, 2001 12:15 PM

OFFICIAL RECORDS
SAN DIEGO COUNTY RECORDER'S OFFICE
GREGORY J. SMITH, COUNTY RECORDER
FEES: 24.00

Recording Requested By:
Rancho Bernardo Swim and Tennis Club
Bernardo Greens Unit No. 23

When Recorded Return To:
RB Swim and Tennis Club
16955 Bernardo Oaks Dr.
San Diego, California 92128

For Recorder's Use

AMENDMENT TO DECLARATION OF RESTRICTIONS
Bernardo Greens Unit No. 23, San Diego, California

THIS AMENDMENT is made on this 30th day of September 2001, by Rancho Bernardo Swim and Tennis Club, a nonprofit mutual benefit corporation, hereinafter referred to as "Club," representing the owners of the real property described below, with reference to the following:

RECITALS

A. The Club is vested with the responsibility for the architectural control of that certain real property in the City of San Diego, State of California, described as follows:

LEGAL DESCRIPTION

Lots 2479 through 2521, inclusive, the subdivision known as Bernardo Greens Unit No. 23, according to map 7083 filed in the Office of the County Recorder of San Diego County, October 18, 1971:

hereinafter referred to as "Property."

B. The individual owners of the Property are members of the Club.

C. The Property is subject to the covenants and restrictions contained in the following:

1. The Declaration of Restrictions recorded on October 28, 1971 at File/Page No. 249872, of Official Records of the County Recorder of San Diego County;
2. The Amendment to Declaration of Restrictions recorded on June 17, 1983 at File/Page No. 83-205263 of Official Records of the County Recorder of San Diego County; and

and any other amendments which are now of record with the County Recorder of San Diego County, all hereinafter referred to together as "Declaration," unless the context clearly indicates otherwise.

- D. The Declaration, in Paragraph 33, provides that it may be amended with the signed approval of seventy-five percent (75%) or more of the lots subject to the Declaration, Paragraph 33 also provides that any amendment shall become effective upon recordation in the Office of the County Recorder of San Diego County.
- E. The undersigned, by signature below, certify that the affirmative vote of at least a majority of the owners of lots subject to the Declaration has been obtained.

DECLARATION

NOW THEREFORE, the Declaration is hereby amended as follows:

1. Delete entire paragraph 11 and insert in lieu thereof the following:

Paragraph 11, LOT AND IMPROVEMENTS MAINTENANCE

Each individual lot owner will keep, maintain, water, plant and replant all slope banks located on such owner's lot so as to prevent erosion and to present an attractive appearance. Such owner shall also maintain his lot and all improvements thereon in an attractive and neat manner and in good condition and repair, including exterior surfaces and roofing of the dwelling and all landscaping thereon. Such owner shall also keep all walls and fences in good repair. No rubbish or debris of any kind shall be placed or permitted by an owner to accumulate upon or adjacent to any lot so as to render such property or portion thereof unsightly offensive or detrimental to health or safety of any individual. Owner shall also keep his lot free from infested or diseased plants and trees and termite infested wood structures of any kind. The Architectural Committee shall review alleged violations and undertake corrective action consistent with this as well as all provisions of the Declaration of Restrictions recorded October 28, 1971 and all amendments thereto.

2. Delete entire paragraph 24 and insert in lieu thereof the following:

Paragraph 24, Extension of Conditions and Restrictions. The conditions and Restrictions of this Declaration shall continue until January 2, 2012. Thereafter, it shall be automatically extended for successive periods of ten (10) years, unless the owners of seventy-five percent (75%) of all lots subject to these Conditions and Restrictions execute and record an instrument terminating those Conditions and Restrictions.

3. Delete entire paragraph and insert in lieu thereof the following:

Paragraph 31, failure to comply with Order of the Architectural Committee. In the event of the failure of any individual lot owner to comply with a written directive or order from the Architectural Committee, said Committee shall have the following powers:

- a) Impose reasonable monetary fines as recommended by the Architectural Committee and approved by the Board of Directors of the Rancho Bernardo Swim & Tennis Club.
- b) Perform the subject matter of such directive on order and charge the cost of such performance to the owner of the lot in question.

Any owner of a lot on lots subject to the prescribed Conditions and Restrictions disagreeing with any decision on directive of the Architectural Committee shall have automatic right of appeal to the Board of Directors of the Club; provided that such appeal is filed with the said Board within fifteen (15) days following such decision on directive of the said Committee. Any amounts owing to the Club may be recovered by the Club as allowed by Section 1367 of the California Civil Code, on any successor statute or law, with regard to the collection of assessments.

Enforcement of Compliance with Restrictions contained herein may be by a proceeding at law or in equity against any person or persons violating or attempting to violate said Restrictions, either to restrain violation to recover damages.

IN WITNESS WHEREOF, this document is executed on the day and year herein above written by the undersigned President and Secretary of the Club.

RANCHO BERNARDO SWIM AND TENNIS CLUB,
a California nonprofit mutual benefit corporation

By: Jane Morgan
Jane Morgan, President

By: Gertrude Aufderheide
Gertrude Aufderheide, Secretary

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Diego

} ss.

On 10-31-01

Date

, before me, Mary Ann Myers

Notary Public

Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Jane Morgan & Gertrude Groderherke

Name(s) of Signer(s)

☐ personally known to me

☒ proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) ~~is~~ are subscribed to the within instrument and acknowledged to me that ~~he~~ ~~she~~ /they executed the same in ~~his~~ ~~her~~ /their authorized capacity(ies), and that by ~~his~~ ~~her~~ /their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Place Notary Seal Above

WITNESS my hand and official seal.

Mary Ann Myers
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____

Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

☐ Individual

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

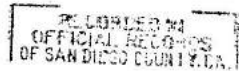
☐ Guardian or Conservator

☐ Other: _____

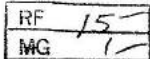
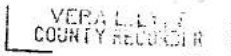
Signer Is Representing: _____



Recording Requested By
and
When Recorded Return To:



1983 JUN 17 PM 3:57



AMENDMENT TO DECLARATION OF RESTRICTIONS

This Amendment to Declaration of Restrictions is made with reference to the following:

R E C I T A L S

- A. A Declaration of Restrictions (the "Declaration") was filed for record on October 28, 1971, at File/Page No. 249872, Official Records of San Diego County, California.
- B. The undersigned wish by means of this instrument to amend the Declaration pursuant to procedure prescribed in the Declaration.
- C. The Declaration encumbers:

Lots 2479 to 2521, inclusive of Bernardo Greens Unit No. 23 in the City of San Diego, County of San Diego, State of California, according to Map thereof No. 7083, filed in the Office of the Recorder of San Diego County, California.

NOW, THEREFORE, the Declaration is amended as follows:

1. Paragraph 2 of the Declaration is hereby deleted and the following paragraph 2 is substituted therefor:

2. ARCHITECTURAL CONTROL

2.1. The Board of Directors of RANCHO BERNARDO SWIM & TENNIS CLUB, a California nonprofit corporation, (the "Club") may appoint an architectural committee of at least three but no more than five persons. Each architectural committee member shall serve until his removal by the Board of Directors of the Club. Any person who is a regular member of the Club may be appointed an architectural committee member. Upon appointment or replacement of an architectural committee member, a notice thereof shall be filed in the Official Records of San Diego County, California. Any architectural committee member may resign at any time by recording a copy to the Board of Directors. The members of the architectural committee shall receive no compensation for services rendered, but committee members may be reimbursed for their actual out-of-pocket expenditures incurred in performing their duties.

2.2. The architectural committee shall provide guidelines for the submission of plans and specifications which may be amended by the architectural committee from time to time. Failure to comply with the requirements for the architectural approval shall be deemed sufficient basis for the architectural committee to disapprove the submission.

2.3. Neither the architectural committee, nor any member thereof, nor their duly authorized representatives shall be liable to any owner for any loss, damage, or injury arising out of or in any way connected with the performance of the architectural committee's duties hereunder, unless due to the willful misconduct or bad faith of the architectural committee. The architectural committee shall review and approve or disapprove all plans submitted to it solely on the basis of aesthetic considerations and the overall benefit or detriment which would result to the immediate vicinity and the project generally. The architectural committee shall take into consideration the aesthetic aspects of the architectural designs, placement of buildings, topography, landscaping, color schemes, exterior finishes and materials and similar features.

2.4. The approval by the architectural committee of any proposals or plans and specifications or drawings for any work done or proposed or in connection with any other matter requiring the approval and consent of the architectural committee, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans or specifications, drawings or matter whatsoever subsequently or additionally submitted for approval or consent.

AMENDMENT TO DECLARATION OF RESTRICTIONS, CONT.
PAGE 2 OF 2.

2.5. Any enforcement action set forth in the Declaration may be brought by the owner of a lot, the Architectural Committee, or by the Rancho Bernardo Swim and Tennis Club. Any violation of the architectural committee's order or directive may be remedied by the Club, the architectural committee or any owner of a lot through litigation seeking an order to mandate removal and/or prohibit construction of nonconforming improvements.

2.6. Any legal action authorized by the Declaration may also be brought by the Rancho Bernardo Swim and Tennis Club; the Club shall also have the right to notice any claim of breach pursuant to the Declaration.

2. The following paragraphs are added to the Declaration:

X. ASSESSMENTS - THE CLUB

X.1. In addition to any other assessment rights the Club may have, the Club shall have the right to assess owners on a non-lien basis the cost of the Club's architectural control activities and enforcement activities with respect to enforcement of this Declaration of Restrictions. Assessments for all such purposes are referred to herein as "Architectural Assessments." The Architectural Assessments may include amounts to establish and maintain reserves to be used for architectural control activities and enforcement of this Declaration of Restrictions.

X.2. Each owner agrees to pay all Architectural Assessments within thirty (30) days after imposition of the same by the Club. The Club shall have the right to impose Architectural Assessments on yearly or such other basis as the Club deems appropriate and notice shall be given to each owner as to the due dates of the Architectural Assessments.

X.3. Any Architectural Assessment not paid within thirty (30) days of its due date shall be deemed delinquent and the Club shall be entitled to its actual costs and reasonable attorneys' fees incurred with respect to collection of any delinquent Architectural Assessment.

X.4. Each Architectural Assessment, together with costs and reasonable attorneys' fees shall be the personal obligation of the person who was the lot owner as of the date of the assessment. The personal obligation for delinquent assessment shall not pass to successors in title unless expressly assumed by them.

Y.1. This Amendment shall be and become effective upon filing for recordation of this Amendment with the County Recorder of San Diego, California, signed by the majority of the owners as set forth in the Declaration.

Y.2. This Amendment may be executed in counter part.

Br. 23

Br. 23

DECLARATION OF RESTRICTIONS

This Declaration of Building Restrictions and Architectural Control, made this 21st day of October, 1971, by Avco Community Developers, Inc. a corporation.

WHEREAS Avco Community Developers, Inc., a corporation herein referred to as "Declarant" is the owner of that certain property situated in the City of San Diego, County of San Diego, State of California, described as follows:

Lots 2479 to 2521, inclusive, the subdivision known as Bernardo Greens Unit No. 23, according to Map 7083 filed in the Office of the County Recorder of San Diego County October 18, 1971

W I T N E S S E T H:

The said Declarant hereby certifies and declares that it has established and does hereby establish the following general plan for the protection and benefit of all of said real property and has fixed and does hereby fix the following protective conditions and restrictions upon and subject to which each and all of the lots in said real property shall be hereafter held, used, occupied, leased, sold and/or conveyed. Each and all of which said conditions and restrictions shall inure to the benefit of, be binding upon and pass with said real property and each and every lot and/or parcel thereof and shall insure to the benefit of, apply to and bind the respective successors in title or interest of Declarant.

1. RESIDENTIAL PURPOSES ONLY. Said lots shall be used for residential purposes only and that no building or buildings shall be erected, constructed, altered or maintained on any of the said lots other than detached single-family dwellings, together with customary outbuildings, as permitted from time to time by City Zoning Ordinances.

2. ARCHITECTURAL COMMITTEE. There shall be an Architectural Committee consisting of three (3) persons to be appointed by Declarant. Each of said persons so appointed shall be subject to removal at the direction of Declarant at any time and from time to time, and all vacancies on said Committee shall be filled by appointment of Declarant. In the event of failure of Declarant to appoint such Committee or to fill any vacancies therein, then in such event the owners of a majority in number of the lots in said real property shall have the right by written document to appoint the members of said Committee to fill any vacancies therein. After four years have expired from the date hereof, or after 50% of the lots in Bernardo Greens East have been sold, whichever event shall first occur, the owners of a majority in number of lots in said real property shall have the right by written document to appoint the members of said Architectural Committee to remove any member of said Architectural Committee at any time and from time to time and to fill any vacancies therein.

3. NEW BUILDING ONLY. No building of any kind shall be moved from any other place onto any of said lots, or from one lot to another lot, without the prior written permission of the Architectural Committee.

4. HEIGHT LIMIT OF DWELLINGS. No dwelling without the written approval of the Architectural Committee shall be more than 24 feet in height above the referenced grade as noted in the master grading plan as filed in the office of the Architectural Committee. Dwellings on lots 2500 through 2518, inclusive, shall not be more than 17 feet in height above said referenced grades.

5. MINIMUM FLOOR AREA OF DWELLINGS. The floor square foot area, exclusive of porches, exterior stairways and garages, of any building shall not be less than 1200 square feet on the ground floor of a one-story building.

6. BALCONIES AND DECKS. No balcony or deck shall be higher above the ground than the second-floor level except on written approval of the Architectural Committee.

7. PLANS AND SPECIFICATIONS, ETC. No building or other structure or improvement shall be commenced upon any of said lots until the location and the complete plans and specifications, including the color scheme of each building, fence and/or wall to be erected upon the lot, have been approved in writing by the Architectural Committee, and no building shall be located on any lot nearer than the setback line as shown on the recorded plat. Provided, however, that in the event the Committee fails to approve or disapprove such location, plans and specifications within sixty (60) days after the submission thereof to it, then such approval will not be required, provided any building so to be erected conforms to all other conditions and restrictions herein contained and is in harmony with similar structures erected within Bernardo Greens Unit No. 23.

8. NO SECOND-HAND MATERIALS, PAINTING REQUIRED. No second-hand material shall be used in the construction of any building or other structure without the prior written approval of the Architectural Committee, and all buildings and fences which are of frame construction shall be painted or stained with at least two coats upon completion. Exception to this may be given by the Architectural Committee by written approval.

9. DILIGENCE IN CONSTRUCTION REQUIRED. The work of constructing and erecting any building or other structure shall be prosecuted diligently from the commencement thereof, and the same shall be completed within 180 calendar days in accordance with the requirements herein contained. No outbuilding shall be completed prior to the completion of the dwelling, except that temporary quarters may be erected for workmen engaged in building a dwelling on the premises, but such temporary quarters must be removed as soon as the dwelling is completed.

10. PLANTING. No later than six (6) months after the completion of any building there shall be expended by each individual owner on each individual lot for ornamental plants, trees, shrubs, lawns and flowers, exclusive of slope-bank planting and care as hereinafter provided, a sum of not less than two per cent (2%) of the cost of said dwelling and lot, exclusive of any cost of grading, walks, driveways and construction features exterior of said building. Size, type and location of materials to be used shall be submitted to the Architectural Committee prior to any construction.

11. LOT MAINTENANCE. Each individual lot owner will keep, maintain, water, plant and replant all slope banks located on such owner's lot so as to prevent erosion and to present an attractive appearance, and will keep all drainage systems on slope banks free of debris and in good repair. The Architectural Committee shall be the sole judge in determining compliance with the provisions of this paragraph and each individual lot owner will promptly perform or conform to all directives of this paragraph.

12. HEIGHT OF TREES, HEDGES AND OTHER PLANT MATERIALS. Upon request of the Architectural Committee, all trees, hedges and other plant material shall be trimmed by the owner of the lot upon which the same are located so that the same shall not exceed the height of the house on the premises, so that said trees, hedges and other plant materials do not obstruct the view from any other of said lots, and before planting any trees, hedges, and other plant materials, the proposed location of such items shall be approved in writing by the Architectural Committee. No trees, hedges and other plant materials shall be so located or allowed to reach a size or height that will interfere with the view of the surrounding properties.

13. FENCING. All lots abutting on the golf course shall be allowed, with Architectural Committee approval in writing, the right to erect a chain-link fence on the rear lot line, said fence to be four feet (4') in height unless a swimming pool is placed in rear yard, and then the fence shall be five feet (5') in height. No solid-face fencing will be allowed on the side lot lines closer than fifteen (15') from the rear lot line. The owners of said lots will maintain and keep in good condition and repair all of said fence located on their respective lot lines. No fence, rail or hedge over 36 inches in height shall be placed in front of the setback line on a lot as shown on the recorded map of said Bernardo Greens Unit No. 23, and in no event shall any fence, wall (except a retaining wall), rail or hedge be over 72 inches in height elsewhere on the lot except with the prior written consent of the Architectural Committee.

14. EXTERIOR ALTERATIONS. No alteration shall be made in the exterior design or color of any structure unless such alterations, including any addition, shall have first been approved in writing by the Architectural Committee. Materials to be used must harmonize, complement and be of similar materials used in the constructions of existing dwellings. Where higher fences or hedges are allowed, review by the Architectural Committee in relation to normal enjoyment of view by other lot owners shall be required.

15. NO TELEVISION ANTENNA. There shall be no outside television or radio antenna constructed, installed or maintained in said real property.

16. MAILBOXES. The installation of mailboxes detached from the residence structures shall be subject to prior Architectural Committee approval.

17. DRYING YARDS. Drying yards shall be screened from exterior view by a fence, hedge or shrubbery.

18. NO TENTS, SHACKS, ETC. No tent, shack, trailer, basement, garage or outbuilding shall at any time be used on any lot as a residence either temporarily or permanently, nor shall any residence of a temporary character be constructed, placed or erected on any lot. No truck, camper,

trailer, boat of any kind, or other single or multi-purpose, engine-powered vehicle, other than a standard automobile or an approved golf cart, be parked on any lot except temporarily and solely for the purpose of loading or unloading.

19. NO SIGNS. No sign other than one sign as permitted by City ordinance advertising a lot for sale shall be erected, posted, pasted, painted or displayed upon any of said lots or upon any building or other structure thereon without the prior written permission of the Architectural Committee.

20. NO WELLS, ETC. No well for the production of, or from which there is produced, water, oil or gas shall be operated upon any lot, nor shall any machinery, appliance or structure be placed, operated or maintained thereon for use in connection with any trading, manufacturing or repairing business.

21. NO FARM ANIMALS, ETC. No turkeys, geese, chickens, ducks, pigeons or fowls of any kind, or goats, rabbits, hares, horses, or animals usually termed "farm animals" shall be kept or allowed to be kept on any of said lots.

22. NO RAISING OF DOGS AND CATS, ETC. No commercial dog-raising or cat-raising or any kind of commercial business shall be conducted on any of said lots; and no part of any lot shall be used for the purpose of vending liquors or beverages of any kind, and nothing shall be done upon any lot which may become an annoyance or nuisance to the neighborhood.

23. SLOPE AND DRAINAGE EASEMENTS. Each of the owners of a lot in said subdivision will permit free access by owners of adjacent or adjoining lots to slopes or drainageways located on his property which affect said adjacent or adjoining lots when such access is essential for the maintenance of permanent stabilization on said slopes, or maintenance of the drainage facilities for the protection and use of property other than the lot on which the slope or drainageway is located.

Each owner of a lot in said subdivision will not in any way interfere with the established drainage pattern over his lot from adjoining or other lots in said subdivision or that he will make adequate provisions for proper drainage in the event it is necessary to change the established drainage over his lot. For the purpose hereof, "established" drainage is defined as the drainage which occurred at the time the overall grading of said subdivision was completed by Declarant.

24. EXTENSION OF CONDITIONS AND RESTRICTIONS. Each and all of the foregoing conditions and restrictions shall terminate January 2, 2002 unless the owners of a majority of said lots have executed and recorded at any time within six months prior to January 2, 2002 in the manner required for a conveyance of real property, a writing in which they agree that conditions and restrictions shall continue for a further specified period and providing therein a similar provision for the further extension of said restrictions and conditions, and said majority may in said agreement provide that said conditions and restrictions, or some of them, shall no longer apply to certain lots; provided, also that the above and foregoing conditions and restrictions may be modified at the time and in the same manner hereinabove provided for the extensions of said conditions and restrictions.

25. NOTICE OF CLAIM OF BREACH. The Declarant or the Architectural Committee may at any time that it or the Architectural Committee deems a breach of these conditions and restrictions has occurred, execute, acknowledge and record in the Recorder's office of San Diego County a Notice of Claim of Breach setting forth the facts of such breach, describing the lot or lots upon which such breach occurred and setting forth the name of the owner or owners thereof. Such notices, upon being recorded, shall be notice to all persons of such breach, provided an action has been commenced within sixty (60) days after the recording of such notice to establish such breach, and if no such action has been commenced within such sixty (60) days after the recording of such notice to establish such breach and if no such action has been commenced within such sixty (60) day period, then and in that event such notices shall be of no force and effect whatsoever and the breach set forth in said notice shall be presumed to have been remedied.

PROVIDED that a breach of any of the foregoing conditions and restrictions shall not affect, impair, defeat or render invalid the lien, charge or encumbrance of any mortgage or trust deed made for value which may then exist upon said land, which said mortgage or trust deed shall be and is hereby declared to be prior and superior to the rights in favor of any person or persons under and by virtue of these conditions and restrictions, provided, however, that in the event of a foreclosure of any such trust deed or mortgage, or if the owner of the note secured by such trust deed or mortgage acquires title to said land in any manner whatsoever in satisfaction of his indebtedness, then any purchaser at the foreclosure or trustee's sale, or any said note owner acquiring title as aforesaid, agrees that said property so acquired by them shall immediately upon said acquisition become subject to each and all of the conditions and restrictions and rights herein contained but free from the effects of any breach occurring prior thereto.

26 NO SUBDIVISION OF LOTS. No residential lot or lots shall be re-subdivided into building sites having a frontage of less than shown on the original recorded map filed for record.

27. MEMBERSHIP IN RANCHO BERNARDO SWIM AND TENNIS CLUB. Each owner and/or owners of a residential unit in the property above described shall be a regular member of Rancho Bernardo Swim and Tennis Club, a California corporation not for profit, which said membership shall be appurtenant to such residential unit, and the transfer of title to such residential unit shall automatically transfer the regular membership appurtenant to such residential unit to the transferee or transferees, and on allocable part of the purchase price paid to Declarant for such residential unit shall be for the cost of construction of said Rancho Bernardo Swim and Tennis Club improvements. Each such owner and/or owners are obligated to promptly, fully and faithfully comply with and conform to the By-laws of Rancho Bernardo Swim and Tennis Club and the rules and regulations from time to time prescribed thereunder by the Board of Directors of said corporation or its officers and to promptly pay in full all dues, fees, or assessments levied by said corporation on its members whether such dues, fees, or assessments were levied prior or subsequent to the date of acquisition of title, except that the purchaser of any such residential unit at a Trustee's Sale on Foreclosure or a lender who acquires title by deed in lieu of foreclosure shall not be liable for any dues, fees or assessments levied prior to such sale or acquisition of title.

28. PROTECTION FOR MORTGAGES AND TITLE-INSURANCE COMPANIES. The owners of any encumbrance made for value on any said lot or lots and any corporation insuring the lien of such encumbrance may conclusively presume that no breach exists under these conditions and restrictions, provided such encumbrance is recorded in the Office of the County Recorder of San Diego County prior to the commencement of any action to establish any such breach and not within sixty (60) days after the recording of any Notice of Claim of Breach, anything containing herein to the contrary notwithstanding.

29. INVALIDITY OF ANY PROVISION. In the event any condition or restrictions herein contained be invalid, or held invalid or void by any court of competent jurisdiction, such invalidity or nullity shall in no way affect any other condition or restriction herein contained.

30. NO WAIVER. A waiver of a breach of any of the foregoing conditions and restrictions shall not be construed as a waiver of any succeeding breach or violation or of any other condition or restrictions.

31. ENFORCEMENT. Enforcement shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

32. LEGAL ACTION IN THE EVENT OF BREACH. As to the Declarant and the owner or owners of any of said lot or lots, including any bona fide purchaser under contract, the foregoing conditions and restrictions shall operate as covenants running with the land, and a breach of any of them or a continuance of any such breach may be enjoined, abated or remedied by appropriate proceedings by Declarant or the owner or owners of any lot or lots in Bernardo Greens Unit No. 22, their successors or assigns or by Architectural Committee.

33. AMENDMENTS. These restrictions may be amended at any time and from time to time by an instrument in writing signed by the Declarant of seventy-five per cent (75%) or more of said lots, which said written instrument shall become effective upon the recording of the same in the Recorder's office of the County of San Diego, California.

34. CONSTRUCTION CLEAN-UP AND CONFORMITY OF CONSTRUCTION WITH PLANS. When plans and specifications for the construction of improvements are submitted to the Architectural Committee pursuant to these restrictions, said submission shall, at the request of the Architectural Committee, be accompanied by a deposit of \$200.00 to guaranty that the construction site during the course of construction will be maintained reasonably free of debris at the end of each working day and that the construction will be completed and the lot drainage swales and structures correctly drain surplus water to the street or other approved outlets, all as shown on the Plans and Specifications submitted to the Architectural Committee for approval. In the event of a violation of this restriction, the Architectural Committee may give written notice thereof to the builder and the owner of the lot in question that if such violation is not cured or work commenced to cure the same within forty-eight (48) hours after the mailing of said notice, the Architectural Committee may correct or cause to be corrected said violation and use said deposit, or as much thereof as may be necessary, to cover the cost of such correction work. In the event that the cost of curing said violation shall exceed the amount of said deposit, said excess cost shall be paid by the owner of the lot in question to the Architectural Committee. Said deposit or any part thereof remaining in the hands of the Architectural Committee at the completion of the construction work shall be returned by the Architectural Committee to the person who made the deposit.

CC&R 414 10/71

IN WITNESS WHEREOF, said Avco Community Developers, Inc., a corporation, as Declarant, has signed this instrument the day and year first hereinabove written.

AVCO COMMUNITY DEVELOPERS, INC.,
a corporation

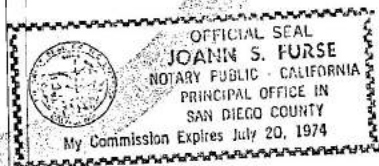
By *W. B. Mohr*

STATE OF CALIFORNIA }
COUNTY OF SAN DIEGO } ss.

On October 25, 1971, before me, the undersigned, Notary Public in and for said County and State, personally appeared W. B. Mohr, known to me to be the Vice President of the corporation that executed the within instrument and known to me to be the person who executed the within instrument on behalf of the corporation therein named and acknowledged to me that such corporation executed the same.

WITNESS my hand and official seal.

Joann S. Furse
Notary Public in and for said
County and State



The foregoing instrument is a full, true and correct copy
of the original recorded on Dec. 28, 19 71
File/Page 249872, Series
Book 1971 of Official Records, San Diego County,
Title Insurance and Trust Company

Jack Brubaker
15

WE HEREBY CERTIFY THAT WE ARE THE OWNERS OF OR ARE INTERESTED IN THE LAND EMBRACED WITHIN THE SUBDIVISION TO BE KNOWN AS BERNARDO GREENS UNIT NO. 23, AND WE HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS MAP CONSISTING OF 4 SHEETS AND DESCRIBED IN THE CAPTION THEREOF.

WE HEREBY DEDICATE TO PUBLIC USE SENCILLO DRIVE, SENCILLO LANE, AND SENCILLO COURT ALL AS SHOWN ON THIS MAP WITHIN THIS SUBDIVISION.

WE HEREBY GRANT TO THE CITY OF SAN DIEGO, A MUNICIPAL CORPORATION, ANY AND ALL ADJUTERS' RIGHTS OF ACCESS IN AND TO SENCILLO LANE, ADJACENT AND CONTIGUOUS TO LOTS 2499, 2500, 2501, 2502, 2503, AND 2504, AND IN AND TO SENCILLO COURT, ADJACENT AND CONTIGUOUS TO LOTS 2494, 2495, AND 2496, ALL AS SHOWN ON THIS MAP WITHIN THIS SUBDIVISION; TOGETHER WITH THE EASEMENTS WITH THE RIGHT OF INGRESS AND EGRESS FOR THE CONSTRUCTION AND MAINTENANCE OF SEWER AND DRAINAGE FACILITIES; ALL AS SHOWN ON THIS MAP WITHIN THIS SUBDIVISION; RESERVING, HOWEVER, TO THE OWNER OF THE FEE UNDERLYING ANY EASEMENTS HEREIN GRANTED THE CONTINUED USE OF THE SURFACE OF SAID REAL PROPERTY; AND SUBJECT TO THE FOLLOWING CONDITIONS: THE ERECTING OF BUILDINGS, MASONRY WALLS, MASONRY FENCES AND OTHER STRUCTURES; OR THE PLANTING OR GROWING OF TREES OR SHRUBS; OR CHANGING THE SURFACE GRADE; OR THE INSTALLATION OF PRIVATELY-OWNED PIPE LINES SHALL BE PROHIBITED UNLESS WRITTEN PERMISSION IS FIRST OBTAINED FROM THE CITY OF SAN DIEGO.

AYCO COMMUNITY DEVELOPERS, INC., A CALIFORNIA CORPORATION

BY: W.G. Mohr BY: F.M. Fulea
TITLE: Vice Pres. TITLE: Asst. Secretary
UNITED CALIFORNIA BANK, A CALIFORNIA CORPORATION AS TRUSTEE
BY: Harold S. Bauer BY: A.H. Thomson
TITLE: Trust Officer TITLE: Asst. Vice Pres.
RANCHO BERNARDO COUNTRY CLUB, A CALIFORNIA CORPORATION
BY: W.G. Mohr BY: F.M. Fulea
TITLE: Vice President TITLE: Asst. Secretary

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) SS.

ON THIS 13th DAY OF September, 19 71, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED W.G. Mohr KNOWN TO ME TO BE Vice President AND F.M. Fulea KNOWN TO ME TO BE Asst. Secretary OF AYCO COMMUNITY DEVELOPERS, INC., A CALIFORNIA CORPORATION, THE CORPORATION THAT EXECUTED THE WITHIN INSTRUMENT AND KNOWN TO ME TO BE THE PERSONS WHO EXECUTED THE SAME ON BEHALF OF SAID CORPORATION AND ACKNOWLEDGED TO ME THAT SAID CORPORATION EXECUTED THE SAME PURSUANT TO ITS BYLAWS OR A RESOLUTION OF ITS BOARD OF DIRECTORS.

IN WITNESS WHEREOF, I HAVE HERETO SET MY HAND AND AFFIXED MY NOTARIAL SEAL, THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

Joan D. Furse
NOTARY PUBLIC IN AND FOR SAID COUNTY

MY COMMISSION EXPIRES July 20 AND STATE 1974

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS.

ON THIS DAY 12th DAY OF September, 19 71, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED Harold S. Bauer KNOWN TO ME TO BE Trust Officer AND A.H. Thomson KNOWN TO ME TO BE Asst. Vice President OF UNITED CALIFORNIA BANK, A CALIFORNIA CORPORATION, THE CORPORATION THAT EXECUTED THE WITHIN INSTRUMENT AS THE TRUSTEE AND KNOWN TO ME TO BE THE PERSONS WHO EXECUTED THE SAME ON BEHALF OF SAID CORPORATION AND ACKNOWLEDGED TO ME THAT SAID CORPORATION EXECUTED THE SAME AS TRUSTEE, PURSUANT TO ITS BYLAWS OR A RESOLUTION OF ITS BOARD OF DIRECTORS.

IN WITNESS WHEREOF, I HAVE HERETO SET MY HAND AND AFFIXED MY NOTARIAL SEAL, THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

Randy Wallace
NOTARY PUBLIC IN AND FOR SAID COUNTY

MY COMMISSION EXPIRES December 2nd AND STATE 1973

BERNARDO GREE

BEING A SUBDIVISION OF A PORTION OF RANCHO SAN BERNARDO, STATE OF CALIFORNIA, ACCORDING TO THE MAP THEREOF IN BOOK 2, PAGE 462 OF PATENTS

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) SS.

ON THIS 13th DAY OF September, 19 71, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED W.G. Mohr KNOWN TO ME TO BE Vice President AND F.M. Fulea KNOWN TO ME TO BE Asst. Secretary OF RANCHO BERNARDO COUNTRY CLUB, A CALIFORNIA CORPORATION, THE CORPORATION THAT EXECUTED THE WITHIN INSTRUMENT AND KNOWN TO ME TO BE THE PERSONS WHO EXECUTED THE SAME ON BEHALF OF SAID CORPORATION AND ACKNOWLEDGED TO ME THAT SAID CORPORATION EXECUTED THE SAME PURSUANT TO ITS BYLAWS OR A RESOLUTION OF ITS BOARD OF DIRECTORS.

IN WITNESS WHEREOF, I HAVE HERETO SET MY HAND AND AFFIXED MY NOTARIAL SEAL, THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

Joan D. Furse
NOTARY PUBLIC IN AND FOR SAID COUNTY

MY COMMISSION EXPIRES July 20 AND STATE 1974
ORDER NO. 925625

TITLE INSURANCE AND TRUST COMPANY, A CORPORATION, HEREBY CERTIFIES THAT ACCORDING TO THE OFFICIAL RECORDS OF THE COUNTY RECORDER'S OFFICE OF SAN DIEGO COUNTY, CALIFORNIA ON THE 20th DAY OF Sept., 19 71 AT 8:00 A.M., AYCO COMMUNITY DEVELOPERS, INC., WHO ACQUIRED TITLE AS RANCHO BERNARDO, INC., A CALIFORNIA CORPORATION, AND RANCHO BERNARDO COUNTRY CLUB, A CORPORATION, AS OWNERS, AND UNITED CALIFORNIA BANK, A CORPORATION, AS TRUSTEE UNDER THOSE CERTAIN DEEDS OF TRUST RECORDED APRIL 12, 1965 AS FILE/PAGE NO. 60644, SERIES 7, BOOK 1966 OF OFFICIAL RECORDS AND MAY 7, 1969 AS FILE/PAGE NO. 78543, SERIES 10, BOOK 1969 OF OFFICIAL RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, CALIFORNIA, WERE ALL THE OWNERS AND THE ONLY PARTIES INTERESTED IN AND WHOSE CONSENT WAS NECESSARY TO PASS A CLEAR TITLE TO THE LAND EMBRACED WITHIN THE SUBDIVISION TO BE KNOWN AS BERNARDO GREENS UNIT NO. 23 AS SHOWN ON THIS MAP CONSISTING OF 4 SHEETS, AND PARTICULARLY DESCRIBED IN THE CAPTION THEREOF.

IN WITNESS WHEREOF SAID TITLE INSURANCE AND TRUST COMPANY, A CORPORATION HAS CAUSED THIS INSTRUMENT TO BE EXECUTED UNDER ITS CORPORATE NAME AND SEAL BY ITS PROPER OFFICERS THEREUNTO DULY AUTHORIZED THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

TITLE INSURANCE AND TRUST COMPANY

BY: R.D. Duffield BY: J.P. McHugh
ASSISTANT VICE PRESIDENT ASSISTANT SECRETARY

I, LEO M. BARBAUM, A REGISTERED CIVIL ENGINEER OF THE STATE OF CALIFORNIA, HEREBY CERTIFY THAT THE SURVEY OF THIS SUBDIVISION WAS MADE BY ME OR UNDER MY DIRECTION BETWEEN MAY 13, 1971 AND JUNE 30, 1971, AND THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN. WITHIN THIRTY (30) DAYS AFTER THE INSTALLATION OF THE REQUIRED IMPROVEMENTS AND THEIR ACCEPTANCE BY THE CITY ENGINEER, I WILL SET MONUMENTS AS FOLLOWS WHICH SHALL OCCUPY THE POSITIONS SHOWN ON THIS MAP AND BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED: ALONG THE SUBDIVISION BOUNDARY AT CORNERS, ANGLE POINTS AND POINTS OF CURVE 2 INCH DIAMETER PIPES; AT INTERIOR LOT CORNERS THREE-QUARTER INCH DIAMETER PIPES; AT LOT CORNERS AND ALL POINTS OF CURVE ALONG DEDICATED STREETS DISCS SET RADIAL OR AT RIGHT ANGLES TO THE STREET PROPERTY LINE IN THE SIDEWALK AT AN OFFSET OF 9.75 FEET WHERE THE SIDEWALK IS CONTIGUOUS TO THE CURB AND AT AN OFFSET OF 1.75 FEET WHERE THE SIDEWALK IS NOT CONTIGUOUS TO THE CURB, EXCEPT THAT WHERE SIDE LOT LINES ARE NOT RADIAL OR AT RIGHT ANGLES TO THE STREET PROPERTY LINE SUCH OFFSET POINTS WILL NOT BE SET BUT INSTEAD THREE-FOURTHS (3/4) INCH DIAMETER PIPES WILL BE SET AT THE TRUE LOT CORNER.

BY: Leo M. Barbaum DATED: Aug 22, 1971
LEO M. BARBAUM E.C.E. 21690

MAP NO. 17

NS UNIT NO. 23

ADO. IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO,
LED IN THE OFFICE OF THE COUNTY RECORDER OF SAN

SHEET 1 OF 4 SHEETS

I, EDWARD NIELSEN, CITY CLERK OF THE CITY OF SAN DIEGO, CALIFORNIA, HEREBY CERTIFY THAT, BY RESOLUTION NO. 201932, THE COUNCIL OF SAID CITY HAS APPROVED THIS MAP OF BERNARDO GREENS UNIT NO. 23 CONSISTING OF 4 SHEETS AND DESCRIBED IN THE CAPTION THEREOF; AND HAS ACCEPTED ON BEHALF OF THE PUBLIC SENCILLO DRIVE, SENCILLO LAKE, AND SENCILLO COURT, ALL AS SHOWN ON THIS MAP WITHIN THIS SUBDIVISION; AND HAS ACCEPTED ON BEHALF OF THE CITY OF SAN DIEGO, A MUNICIPAL CORPORATION, ANY AND ALL ABUTTERS' RIGHTS OF ACCESS IN AND TO SENCILLO LAKE, ADJACENT AND CONTIGUOUS TO LOTS 2499, 2500, 2501, 2502, 2503, AND 2504, AND IN AND TO SENCILLO COURT, ADJACENT AND CONTIGUOUS TO LOTS 2454, 2495, AND 2496, ALL AS SHOWN ON THIS MAP WITHIN THIS SUBDIVISION, TOGETHER WITH THE EASEMENTS WITH THE RIGHT OF INGRESS AND EGRESS FOR THE CONSTRUCTION AND MAINTENANCE OF SEWER AND DRAINAGE FACILITIES; ALL AS SHOWN ON THIS MAP WITHIN THIS SUBDIVISION; RESERVING, HOWEVER, TO THE OWNER OF THE FEE UNDERLYING ANY EASEMENTS HEREIN ACCEPTED THE CONTINUED USE OF THE SURFACE OF SAID REAL PROPERTY; AND SUBJECT TO THE FOLLOWING CONDITIONS: THE ERECTING OF BUILDINGS, MASONRY WALLS, MASONRY FENCES AND OTHER STRUCTURES; OR THE PLANTING OR GROWING OF TREES OR SHRUBS; OR CHANGING THE SURFACE GRADE; OR THE INSTALLATION OF PRIVATELY-OWNED PIPE LINES SHALL BE PROHIBITED UNLESS WRITTEN PERMISSION IS FIRST OBTAINED FROM THE CITY OF SAN DIEGO.

IN WITNESS WHEREOF, SAID COUNCIL HAS CAUSED THESE PRESENTS TO BE EXECUTED BY THE CITY CLERK AND ATTESTED BY ITS SEAL THIS 12 DAY OF October, 1971.

EDWARD NIELSEN
CITY CLERK

BY: Barlene Sundqvist
DEPUTY

WE, COUNTY TREASURER, COUNTY ENGINEER, AND COUNTY DIRECTOR OF DEPARTMENT OF SANITATION AND FLOOD CONTROL OF THE COUNTY OF SAN DIEGO, CALIFORNIA, HEREBY CERTIFY THAT THERE ARE NO UNPAID SPECIAL ASSESSMENTS OR BONDS WHICH MAY BE PAID IN FULL SHOWN BY THE BOOKS OF OUR OFFICES AGAINST THE TRACT OR SUBDIVISION, OR ANY PART THEREOF, SHOWN ON THE ANNEXED MAP AND DESCRIBED IN THE CAPTION THEREOF.

D. J. DICKSON
COUNTY TREASURER

BY: R. H. Hunsicker
DEPUTY DATED 9-23-71

H. M. TAYLOR
COUNTY ENGINEER

BY: L. W. Hunsicker
DEPUTY DATED 9-23-71

C. J. HOUSON, DIRECTOR OF
DEPARTMENT OF SANITATION
AND FLOOD CONTROL

BY: W. V. Cook
DEPUTY DATED 9/23/71

I, PORTER D. CREHNS, CLERK OF THE BOARD OF SUPERVISORS, OF THE COUNTY OF SAN DIEGO, CALIFORNIA, HEREBY CERTIFY THAT THE PROVISIONS OF CHAPTER 2, PART 2, DIVISION 4, OF THE BUSINESS AND PROFESSIONS CODE OF THE STATE OF CALIFORNIA, AS AMENDED, HAVE BEEN COMPLIED WITH REGARDING DEPOSITS FOR TAXES ON THE PROPERTY WITHIN THIS SUBDIVISION.

PORTER D. CREHNS
CLERK OF THE BOARD
OF SUPERVISORS

BY: Porter D. Crehns
DATED 10/15/71

I, HARLEY F. BLOOM, COUNTY RECORDER OF THE COUNTY OF SAN DIEGO, CALIFORNIA, HEREBY APPROVE THE NAME BERNARDO GREENS UNIT NO. 23 FOR THE SUBDIVISION SHOWN ON THE ANNEXED MAP CONSISTING OF 4 SHEETS AND DESCRIBED IN THE CAPTION THEREOF.

HARLEY F. BLOOM
COUNTY RECORDER
FILE NO. 240121

BY: Edna L. West
DEPUTY DATED Sept 22 1971

I, HARLEY F. BLOOM, COUNTY RECORDER OF THE COUNTY OF SAN DIEGO, CALIFORNIA, HEREBY CERTIFY THAT I HAVE ACCEPTED FOR RECORDATION THIS MAP FILED AT THE REQUEST OF LEO H. BARBOUR THIS 18 DAY OF October, 1971, AT 10:54 O'CLOCK A.M.

FEES: \$11.00
HARLEY F. BLOOM
COUNTY RECORDER

BY: H. F. Bloom
DEPUTY

I, M. R. PEARCE, CITY ENGINEER OF THE CITY OF SAN DIEGO, CALIFORNIA, HEREBY CERTIFY THAT I HAVE EXAMINED THE ANNEXED MAP OF THIS SUBDIVISION TO BE KNOWN AS BERNARDO GREENS UNIT NO. 23, CONSISTING OF 4 SHEETS AND DESCRIBED IN THE CAPTION THEREOF, AND HAVE FOUND THAT THE DESIGN IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL OF THE PROVISIONS OF THE SUBDIVISION MAP ACT OF 1943 OF THE STATE OF CALIFORNIA, AS AMENDED, AND OF ANY LOCAL ORDINANCE OF SAID CITY APPLICABLE AT THE TIME OF THE APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH, AND I AM SATISFIED THAT SAID MAP IS TECHNICALLY CORRECT. I HEREBY APPROVE AND RECOMMEND SAID MAP.

M. R. PEARCE
CITY ENGINEER

BY ASST. C. P. Fairman
DATED: Sept 29, 1971

APPROVED THIS 6th DAY OF October, 1971, AFTER EXAMINATION OF MAP AND CERTIFICATES THEREON

JOHN W. HITT
CITY ATTORNEY

BY: Frederick C. Overal
DEPUTY

APPROVED AND RECOMMENDED THIS 30th DAY OF September, 1971, AFTER EXAMINATION OF MAP BY THE PLANNING DIRECTOR.

JAMES L. COFF

BY: J. L. Coff
PLANNING DIRECTOR

ATTEST:
Mary M. Bendoff
SECRETARY

WE, R. J. FEELEY, CITY TREASURER AND J. P. FOWLER, STREET SUPERINTENDENT, BOTH OF THE CITY OF SAN DIEGO, CALIFORNIA, HEREBY CERTIFY THAT THERE ARE NO UNPAID BONDS ISSUED UNDER THE STREET IMPROVEMENT ACTS OF THE STATE OF CALIFORNIA, AGAINST THE TRACT OR SUBDIVISION, OR ANY PART THEREOF AS SHOWN ON THE ANNEXED MAP CONSISTING OF 4 SHEETS AND DESCRIBED IN THE CAPTION THEREOF.

R. J. FEELEY
CITY TREASURER

BY: Dean D. Shelton
DEPUTY DATED 9-22-71

J. P. FOWLER
STREET SUPERINTENDENT

BY: John H. C. Leland
DEPUTY DATED 9/21/71

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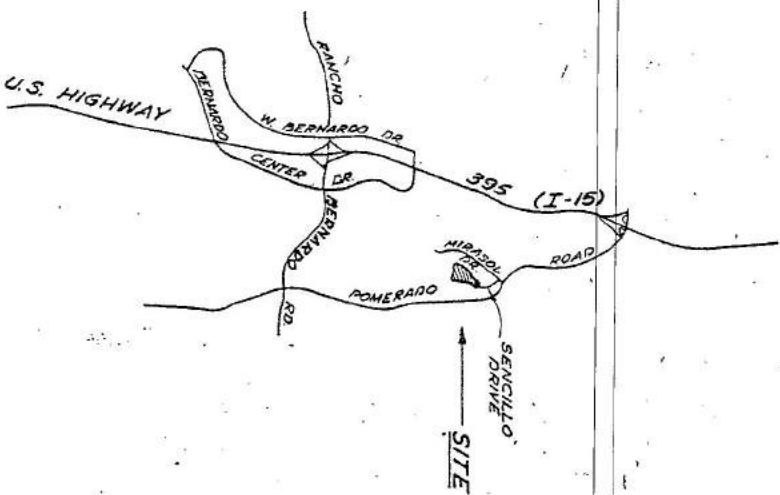
BERNARDO GREENS UNIT NO. 23

MAP NO. 7083

SHEET 2 OF 4 SHEETS

GENERAL NOTES

1. THIS SUBDIVISION CONTAINS THE REMAINDER OF THE BERNARDO GREENS UNIT NO. 23.
2. THIS SUBDIVISION CONTAINS THE REMAINDER OF THE BERNARDO GREENS UNIT NO. 23.
3. SOILS REPORT BY: WOODWARD CLYDE & ASSOCIATES
BY: STANLEY F. GIZIENSKI R.E. 10352
DATE: AUGUST 27, 1969



LEGEND

- FOUND 2" PIPE 24" IN LENGTH WITH DISC STAMPED R.C.E. 8195 PER MAP NO. 6772.
- SET 2" PIPE 24" IN LENGTH WITH DISC STAMPED R.C.E. 10284
- INDICATES SET CONCRETE CONTROL MONUMENT WITH ENGINEERS DISC PER DWG. M-21, VOL. 68-1.
- INDICATES FIRST AND LAST LOT NUMBER RESPECTIVELY.
- ||||| ABUTTERS RIGHTS OF ACCESS RELINQUISHED HEREON.

BASIS OF BEARINGS

A PORTION OF THE BOUNDARY LINE OF BERNARDO GREENS UNIT NO. 22 MAP NO. 6772 I.E. N 27° 24' 50" W 128.00'

VICINITY MAP

NO SCALE

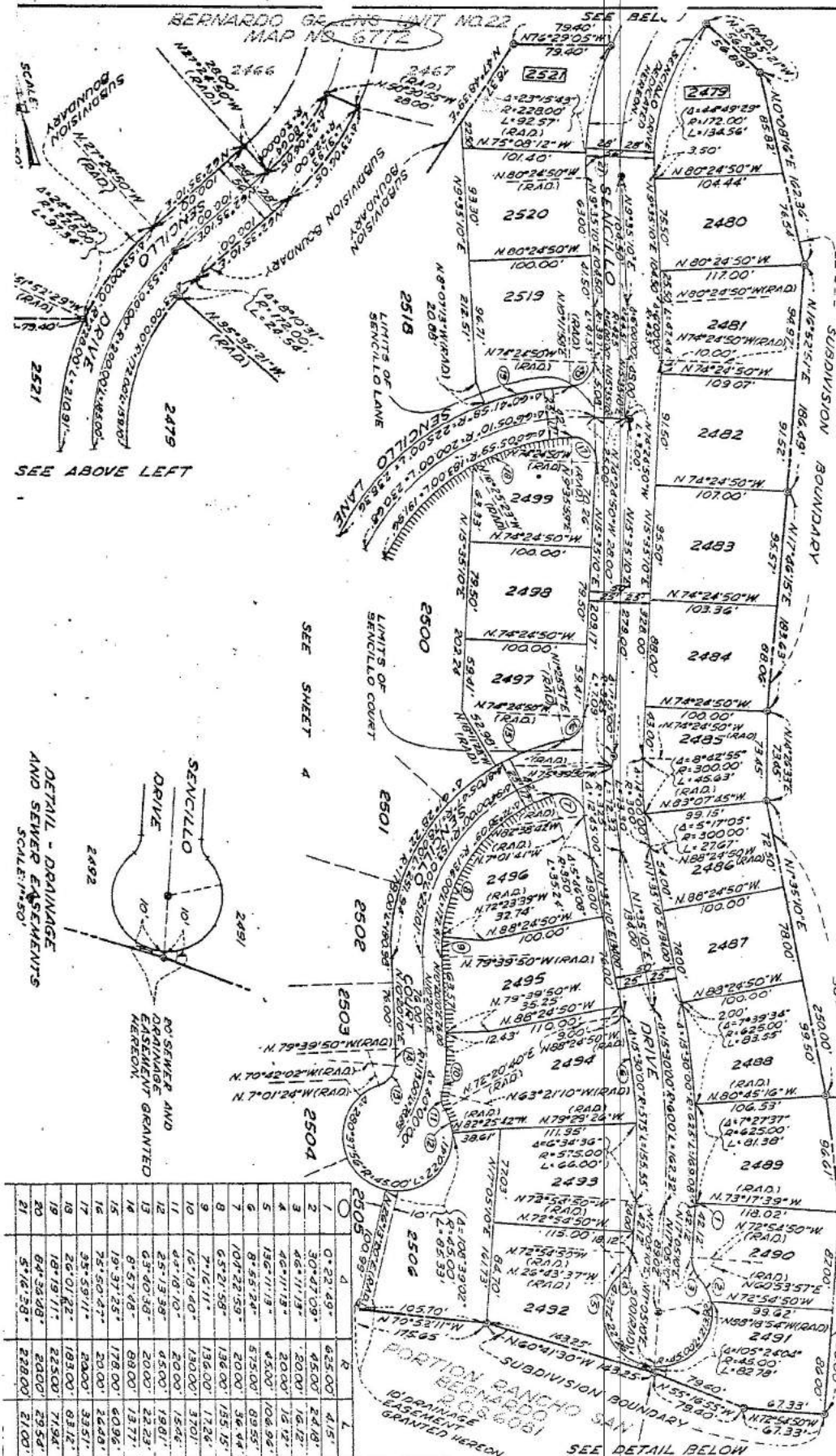
BERNARDO GREENS UNIT NO. 23

MAP NO. 7053

SHEET 3 OF 4 SHEETS



PORTION RANCHO SAN BERNARDO
R.O.S. 6081



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BERNARDO GREENS UNIT NO. 23

MAP NO. 7083

SHEET 4 OF 4 SHEETS

